

SOUTHEAST METRO STORMWATER AUTHORITY
acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE

RESOLUTION 19-28

Authorization for the Executive Director to Enter into a Utility Underground Access Easement
Agreement with IREA

WHEREAS, SEMSWA has been organized to manage and maintain regional stormwater facilities within its boundaries; and

WHEREAS, Intermountain Rural Electric Association (IREA) is proposing to install an electric line by the means of boring within the first 15-ft of Tract A Smoky Hill & Himalaya Commercial Sub 1st Flg.; and

WHEREAS, SEMSWA owns and maintains a sub-regional detention pond on Tract A Smoky Hill & Himalaya Commercial Sub 1st Flg.; and

WHEREAS, SEMSWA staff has determined that the installation of the proposed buried electric line will not harm the Pond nor the 18" diameter sewer outfall pipe also located in Tract A Smoky Hill & Himalaya Commercial Sub 1st Flg.; and

WHEREAS, attached hereto is a Utility Underground Access Easement Agreement, which IREA requires in order to install its electric line by boring; and

WHEREAS, attached hereto is an exhibit showing the boundaries of the easement on Tract A Smoky Hill & Himalaya Commercial Sub 1st Flg;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board authorizes the Executive Director of SEMSWA to enter into an Easement Agreement and to grant an easement to IREA to install its electric line by boring on property owned and maintained by SEMSWA.

SOUTHEAST METRO STORMWATER AUTHORITY
acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE

Date: _____

ATTEST:

Secretary

Chairperson

APPROVED AS TO FORM:
Attorney for
Southeast Metro Stormwater Authority

By _____
Edward J. Krisor

For IREA Use Only		
Township: _____	Range: _____	Section: _____
W/O#: _____		
Legal: _____		

Engineer: _____		

INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION
5496 North U.S. Highway 85, P.O. Drawer A
Sedalia, Colorado 80135
303-688-3100

UTILITY UNDERGROUND ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS that Southeast Metro Stormwater Authority, a quasi-municipal corporation and political subdivision of the State of Colorado (“Grantor”), for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, a Colorado non-profit corporation and electric cooperative association (“the Association”) and to its successors or assigns, a perpetual non-exclusive right-of-way and easement 15 feet in width (“the Easement”) for the construction and continued operation, maintenance, inspection, repair, alteration, and replacement of an electric transmission and/or distribution line or system including underground cables, wires, conduits, manholes, splicing boxes, testing terminals, devices, attachments, and other incidental equipment and appurtenances (collectively “the Facilities”) located upon, over, under, and across the following real property belonging to Grantor situated in the County of Arapahoe, State of Colorado, and more particularly described as follows:

SEE EXHIBIT(S) ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

Together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement hereby granted and all rights and privileges incident thereto, including, for the installation and maintenance of the Facilities, the right to cut, trim, and remove trees, brush, overhanging branches, shrubbery, and other obstructions within the Easement that may interfere with or threaten to endanger the operation, maintenance, and repair of the Facilities; for electrification and Association communication purposes; to open and close any fences crossing the Easement or, when agreed to by Grantor, to install gates and stiles in such fences; and, with the prior written consent of Grantor, to use that portion of Grantor’s adjoining property to survey, construct, maintain, repair, remove, or replace the Facilities as may be required to permit the operation of standard construction and repair machinery. The Association shall install and maintain the Facilities with the industry standard of care and restore the surface of the Easement substantially to its original level and condition.

The undersigned agrees that all Facilities installed under, the Easement by the Association shall remain the property of and may be removed at the option of the Association.

Grantor for themselves, their heirs, executors, administrators, successors, and assigns, while reserving the right to use the Easement for all purposes not inconsistent with the rights herein granted to the Association, hereby covenants that no new structures shall be erected upon, over, under, or across the Easement, no combustible material or new infrastructure shall be permitted upon, over, under, or across the Easement, and that except for existing facilities the Easement shall not otherwise be used in any manner that interferes with the maintenance, repair, and replacement of the Facilities or, except as set forth below, damages the Facilities in any way. Grantor agrees to obtain Association’s prior written consent before granting any subsequent easement affecting the transmission or distribution line easement area which consent shall not be unreasonable withheld.

The undersigned Grantor covenants that it is the owner of the Easement property and that the property is free and clear of encumbrances and liens of whatsoever character except the following: All easements, restrictions and rights of way of record.

Association acknowledges that there presently exists an 18" diameter storm sewer outfall pipe and a maintenance access for the associated detention pond that is located on the property owned by SEMSWA in and on the Easement. Notwithstanding anything contained herein to the contrary, Association shall take no action to adversely affect or damage either the pipe, maintenance access, or detention pond themselves or their designed operation. Association's Facilities in the Easement shall be all below ground and shall be installed by boring. The Facilities shall be at a minimum 6 feet below Grantor's 18" diameter storm sewer outfall pipe. Association assumes all risk and responsibility for damage to its Facilities by either the operation or failure of the detention pond or the 60" diameter storm sewer outfall pipe.

IN WITNESS WHEREOF, the undersigned have set its hands and seals this _____ day _____, 2019.

Southeast Metro Stormwater Authority
a quasi-municipal corporation and political subdivision of the State of Colorado

By _____
Paul Danley, Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing Utility Underground Access Easement was acknowledged before me this _____ day of _____, 2019, by Paul Danley as Executive Director of Grantor, Southeast Metro Stormwater Authority, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

EXHIBIT A

A PARCEL OF LAND SITUATED IN TRACT A OF SMOKY HILL & HIMALAYA COMMERCIAL SUBDIVISION FILING NO. 1, A PLAT SITUATED IN THE SOUTHWEST QUARTER OF SECTION 14 AND IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, COLORADO AND RECORDED AT RECEPTION NUMBER A9174247 IN THE RECORDS OF SAID COUNTY.

SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT A;

THENCE SOUTH $89^{\circ} 58' 09''$ EAST, ALONG THE NORTHERLY LINE OF SAID TRACT A, A DISTANCE OF 15.16 FEET TO A CURVE TO THE RIGHT NOT TANGENT TO THIS COURSE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIUS OF 697.58 FEET, A CENTRAL ANGLE OF $14^{\circ} 21' 32''$, AN ARC LENGTH OF 174.82 FEET, WHOSE CHORD BEARS SOUTH $15^{\circ} 32' 05''$ WEST, A CHORD DISTANCE OF 174.36 FEET TO THE SOUTHERLY LINE OF SAID TRACT A;

THENCE NORTH $89^{\circ} 58' 09''$ WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 16.29 FEET TO THE WESTERLY LINE OF SAID TRACT A, ALSO BEING A CURVE TO THE LEFT NOT TANGENT TO THIS COURSE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 682.58 FEET, A CENTRAL ANGLE OF $14^{\circ} 42' 07''$, AN ARC LENGTH OF 175.15 FEET, WHOSE CHORD BEARS NORTH $15^{\circ} 53' 25''$ EAST, A CHORD DISTANCE OF 174.67 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 2,625 SQUARE FEET (0.06 ACRES) MORE OR LESS.

BASIS OF BEARINGS:

BEARSING ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14 AS BEING SOUTH $00^{\circ} 01' 51''$ WEST. THE WEST QUARTER CORNER OF SECTON 14 IS A 2" ALUMINUM CAP IN A MONUMENT BOX STAMPED LS 14083 AND THE SOUTHWEST CORNER OF SECTION 14 IS A 3½" ALUMINUM CAP IN CONCRETE STAMPED LS 13155.

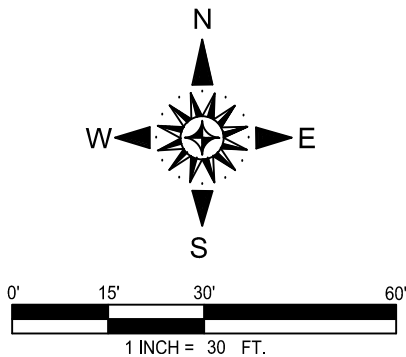
THIS DESCRIPTION WAS AUTHORED BY:

GARY D. GABLE, PLS 24662

PERCHERON, LLC
2000 SOUTH COLORADO BOULEVARD
DENVER, CO 80222



EXHIBIT "A"



SOUTH HIMALAYA STREET

P.O.B.

L1

S89°58'09"E 808.35'

TRACT 'A'
SMOKY HILL & HIMALAYA COMMERCIAL
SUBDIVISION FILING NO. 1

**SOUTHEAST METRO
STORMWATER AUTHORITY**
RECEPTION NO. D1032803

15' IREA EASEMENT
2,625 SQ. FT.
0.06 ACRES

S00°01'51"W 168.02'

FOUND 1/4"
NAIL

L2

S89°58'09"E 856.09'

CURVE TABLE

CURVE No.	DELTA	RADIUS	LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	14°42'07"	682.58'	175.15'	88.05'	174.67'	N15°53'25"E
C2	14°21'32"	697.58'	174.82'	87.87'	174.36'	N15°32'05"E

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°58'09"E	15.16'
L2	S89°58'09"E	16.29'

THIS IS NOT A SURVEY. THIS IS ONLY
AN EXHIBIT TO DEPICT THE ATTACHED
EASEMENT DESCRIPTION,


PERCHERON
PROFESSIONAL
SERVICES, L L C
2000 SOUTH COLORADO BLVD.
TOWER 1, SUITE 3000
DENVER, CO 80222
(720) 490-4663

IREA ELECTRIC EASEMENT EXHIBIT

SE ¼ SECTION 15 & SW ¼ SECTION 14
TOWNSHIP 5 SOUTH, RANGE 66 WEST
SIXTH PRINCIPAL MERIDIAN
ARAPAHOE COUNTY, COLORADO

DATE: 8/09/19	REVISIONS
DRAWN BY: CAS	
CHK BY: GDG	
PROJECT#: 10.005429.0000	

Vicinity Map